



Postal Registration No. N.E.-771/2006-2008

THE GAZETTE OF MEGHALAYA

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Shillong, Thursday, October 1, 2009,

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Separate paging is given on this part in order that it may be filed as a separate compilation.

PART - IX

Advertisements and Notices by Government Offices and Public Service

NOTICES

STANDARD FORM OF APPLICATION

Photo

Dated, _____

To

The _____

Sir,

I beg to apply for the post of _____ and furnish the facts/as below in case of any false statement I am liable to any action Government may deem fit and proper. A Treasury Challan of Rs. _____ vide T. V. No. _____ is attached herewith.

Signature of Applicant

1. Full name in capital letters with address; if any; Surname first
(Please do not use any initials)

Surname

2. Date of Birth :

Year

Month

Date

3. Place of Birth :

Village/Town

Police Station

District

State

4. Father's/Mother's and Husband's (in case of married female)
(Please do not use initials).

5. Personal description :

A. Height

_____ M _____ Cm.

B. Colour of Eyes

C. Colour of Hair :

D. Visible distinguishing marks (if any)

6. A. Permanent Address in full.

B. Present Address in full.

C. If you have not resided at the above address continuously for the last four years. Please give the other address where you have resided during the period.

From :

To :

Address :

7. References :—

Name and address of two responsible persons in your localities who would be prepared to vouch for you.

A.

B.

8. Are you citizen of India? If so, how? (Copy of Citizenship Certificates should be enclosed where necessary).

9. Educational and other qualifications (Please attach copies of Certificates, Mark Sheets etc.)

Sl. No.	Name of Institution and Address	Date of entering	Date of leaving	Examination passed	Division	Subject taken
1.	2	3	4	5	6	7

1.

2.

3.

4.

5.

6.

10. Community :

(a) State your religion :

(b) Are you a member of Scheduled Caste/Scheduled Tribe? Answer "Yes" or "No". If "Yes" give particulars supported by a Certificate (Copy to be enclosed).

11. Present occupation, if any :

12. Previous appointment held, if any :

13. Are you a temporary/retrenched personnel of temporary Department of the Government of Meghalaya, Answer "Yes" or "No" (If "yes" give particulars).

14. Are you trained in or a member of the National Cadet Corps or Territorial Army? If so, give particulars.

15. Are you married or unmarried?

Signature.

Note : Particulars are to be filled in below the column in the space provided.

Shillong, the 9th September, 2009.

SHORT NOTICE INVITING TENDER

No.MUDA/TECH/63/09-10/1.—Sealed tenders under TWO COVER BID SYSTEM are invited by Meghalaya Urban Development Authority, Shillong for the following works.

Sl. No.	Name of Work	Amount in Rs. Lakhs	Period of Completion	Earnest Money
1.	Turnkey Implementation and Operation (Trial Period) including detailed Structural Design and preparation of working drawings for Municipal Solid Waste Management at Nongpoh, Ri-Bhoi District (Sanitary Land Fill, Collection Infrastructure, Compost Plant and related works)	581.71	18 months	Rs. 5.80 lakhs for Scheduled Tribe and Rs.11.60 Lakhs for others.

The scope of work is mentioned in the 'TENDER DOCUMENT'. Each proposal should be submitted on the basis of bid document purchased from the Office of the Engineer-in-Chief, Meghalaya Urban Development Authority, Shillong. The proposals submitted in format other than the Tender Document shall be summarily rejected.

The Technical Bid (Sealed Cover I) and the Financial Bid (Sealed Cover II) separately contained in a common sealed envelope duly and neatly superscribed with the name of work addressed to "The Engineer-in-Chief, Meghalaya Urban Development, Authority, Shillong" shall be received in the office of the Meghalaya Urban Development Authority, Shillong-793001 upto 14:00 hrs (IST) on the 8th October, 2009, and will be opened on the same date at 15:00 hrs in the presence of Tenderers or their representatives.

The Tender document can be obtained from the office of **The Meghalaya Urban Development Authority**, Shillong during working hours from the 22nd September, 2009 upto 14:00 hrs. of 7th October, 2009 on receipt of the written request and a payment either in cash of Indian Rs.10,000/- (Rupees ten thousand) only or Bank Draft of Indian Rs.10,500/- (Rupees ten thousand five hundred) only (if the detailed particulars are requested for sending through speed post within India) duly pledged in favour of "**The Engineer-In-Chief, Meghalaya Urban Development Authority, Shillong**".

Engineer-In-Chief,
Meghalaya Urban Development
Authority, Shillong.

Shillong, the 4th August, 2009.

SHORT NOTICE INVITING TENDER

No.MUDA/TECH/64/09-10/1.—Sealed tenders under TWO COVER BID SYSTEM are invited by Meghalaya Urban Development Authority, Shillong for the following works.

Sl. No.	Name of Work	Amount in Rs. Lakhs	Period of Completion	Earnest Money
1.	Turnkey Implementation and Operation (Trial Period) including detailed Structural Design and preparation of working drawings for Municipal Solid Waste Management at Tura, West Garo Hills District (Sanitary Land Fill, Collection Infrastructure, Compost Plant and related works)	806.64	18 months	Rs. 8.07 lakhs for Scheduled Tribe and Rs.16.14 Lakhs for others.

The scope of work is mentioned in the 'TENDER DOCUMENT'. Each proposal should be submitted on the basis of bid document purchased from the Office of the Engineer-in-Chief, Meghalaya Urban Development Authority, Shillong. The proposals submitted in format other than the Tender Document shall be summarily rejected.

The Technical Bid (Sealed Cover I) and the Financial Bid (Sealed Cover II) separately contained in a common sealed envelope duly and neatly superscribed with the name of work addressed to "The Engineer-in-Chief, Meghalaya Urban Development, Authority, Shillong" shall be received in the office of the Meghalaya Urban Development Authority, Shillong— 793001 upto 14:00 hrs (IST) on the 8th October 2009, and will be opened on the same date at 15:00 hrs in the presence of Tenderers or their representatives.

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The Engineer-In-Chief,
Meghalaya Urban Development
Authority, Shillong

Shillong, the 15th September, 2009.

SW(G)163/09/5-6.— In continuation to this office Advertisement No.SW(G)163/2009/1-2, dated 27th August, 2009 it is hereby notified that the date of Interview for the eligible applicants who had applied for admission into the Certificate Course Training in Sericulture at S.T.I. Ummulong will be held on 6th October, 2009 at 10:00 A.M. in the office of the Joint Director, Tura for those applicants hailing from Garo Hills and on 9th October, 2009 at 11:00 A.M. in the office Chamber of Director of Sericulture and Weaving Meghalaya, Shillong for those applicants from Khasi and Jaintia Hills including Ri-Bhoi District.

A. KHONGLAM,
Director,
Sericulture and Weaving,
Meghalaya, Shillong.

Shillong, the 16th September, 2009.

No. SAN.136/2009/1.— Quotation in sealed cover affixing a Court Fee Stamp of Rs.25/- (Rupees twenty five) only (Non-refundable) are invited and will be received by the undersigned upto 2:30 P.M. on 19th October, 2009 in connection with supply of Electric Room Heaters including spare parts to the Meghalaya (Civil) Secretariat for the year 2009-2010 and until fresh appointment is made. The quotation (s) will be opened on the same date from 3:00 P.M. in the presence of the quotationer(s) or their representative or without them.

Sl. No.	PARTICULARS	UNIT
1.	Halogen Heater 3 rod of 400 watts (with remote) (different brands and models).	Each
2.	Halogen Heater 3 rod of 400 watts (without remote) (different brands and models).	Each
3.	Room Heater 1000 watts (one element) (different brands and models).	Each
4.	Room Heater 2000 watts (two element) (different brands and models).	Each
5.	Heat Convector (different brands and models).	Each
6.	Heater rod.	Each
7.	Reflector single rod.	Each
8.	Reflector double rod.	Each
9.	Porcelain separator	Each
10.	Porcelain beads	Each
11.	Porcelain sticks	Each
12.	Motor rewinding and fitting	Each
13.	Motor replacement and fitting	Each
14.	Fan replacement and fitting	Each
15.	Element replacement and fitting	Each
16.	Switch replacement and fitting	Each
17.	Thermostat replacement and fitting	Each
18.	Side bukelite	Each

Sl. No.	PARTICULARS	UNIT
19.	Sleeves	Each
20.	Nuts and Bolts	Each
21.	Tin side stand	Each

The rates quoted should be inclusive of all taxes etc., payable including free delivery at the site of the indenting office.

The selected Firm (s) will have to supply the materials from time to time on demand.

The following particulars should be submitted by the Firm(s) along with their quotation, failing which, no quotation will be considered.

1. An Earnest Money of Rs.1,600/- (Rupees one thousand six hundred) only should be deposited by all quotationer (s) and Rs.800/- (Rupees eight hundred) only for Scheduled Caste/Scheduled Tribe in the form of a Call Deposit/Term Deposit pledged in favour of the undersigned and furnished along with the quotation which will be converted into Security Deposit or refunded immediately in case the quotation is accepted or rejected as the case may be. The Security Deposit (Earnest Money) of the selected Firm(s) will be retained for a period of 1 (one) year or till fresh appointment is made.
2. Attested copy of an upto-date Sale Tax Clearance Certificate from the Superintendent of Taxes, concerned with clear remarks made therein as Government Suppliers or on the item of supply.
3. Value Added Tax Registration Certificate /TIN No.
4. Attested copy of an upto-date Professional Tax from the Authority concerned.
5. Attested copy of an upto-date Municipal Trading License should be submitted by the Non-Tribal Firm (s) operating business in Jail Road, Police Bazar and European Ward and where their trade does not extend beyond the scheduled areas but for Non-Tribal Firm (s) operating business outside the scheduled areas they are required to produce the District Council Trading License. The purpose for which license is issued should be clearly indicated.
6. Attested copy of Scheduled Tribe Certificate by the Tribal Firm (s).
7. Attested copy of a photograph of the quotationers (Suppliers).
8. An Undertaking in plain paper duly signed and sealed to the effect that the supply will be carried out by the quotationer himself/herself.

In a situation where large number of tenderers quoted the same rate, thereby forming a cartel, such tenders will be summarily rejected.

Exemption Certificate, if any, should also be produced.

The undersigned does not bind himself to assign any reason for accepting or rejecting any quotation.

The Security Deposit is liable to forfeiture to the Government as may deem fit and proper in the event of the Firm (s) supplying inferior quality and making delay in supplying the Electric Room Heaters or spares indented for. The Supplier (s) may also be debarred from taking any Government contract (supply) in future in the event of breach of any of the terms and conditions of the contract (supply).

The envelope containing the quotation should be superscribed with the words, "QUOTATION FOR SUPPLY OF ELECTRIC ROOM HEATERS AND SPARE DURING THE YEAR 2009-2010.

F. J. MAIROM,

Deputy Secretary to the Govt. of Meghalaya,
Secretariat Admn. Department, Nazerat.

Shillong, the 15th September, 2009.

No.CEKSF.1/2009/27/2637.—Under Section II of the Meghalaya Co-operative Societies; Act (Assam Act -I of 1950 as adapted by Meghalaya) a Co-operative Society under the name “**East Khasi Hills District Milk Co-operative Union Ltd**” in the District of East Khasi Hills has been registered in my office and numbered as **SHILL/25 of 2009** dated this day the 15th day of September of the year Two Thousand Nine Anno Domini.

J. SYIEM,

Assistant Registrar of Co-operative Societies,
East Khasi Hills, Shillong.

Shillong, the 11th September, 2009.

No. EE/PHE/GSW-1/TB-6/2009-10/597.— Sealed tender duly affixed with Non-refundable Court Fee Stamp/ IPO of Rs.100.00 (Rupees one hundred) only (Non-refundable) to be drawn in PWD F-2 form are hereby invited from the registered Class-I Contractor of PHE Department and Class-II of Superintending Engineer (PHE) Greater Shillong Circle, Shillong and Class-III of Executive Engineer (PHE) Greater Shillong Water Supply, Division No.-I, Shillong for the following works and will be received in the Office of the Undersigned upto 2 P.M. on the 6th October, 2009.

The tenders received will be opened on the same date and hours in presence of the tenderers or their authorized agents who would like to be present.

The detailed specification and tender paper can be had from the Office of the Executive Engineer (PHE) G.S.W.S. Division No-I, Shillong during the working days on payment of Rs. 50.00 (Rupees fifty) only in cash (Non-refundable) up to 5th October, 2009.

Sl. No.	Name of Work	Estimate Cost	Time of Completion	Court Fee Stamp
1.	Laying of Distribution main and replacing of existing Gravity Main Gr. No.-I at Madanryting W/S/S.	Rs.61,450.00	30 (thirty) days	100
2.	Laying of Distribution Main and replacing of existing Gravity Main Gr. No.-II at Madanryting W/S/S.	Rs.61,450.00	30 (thirty) days	100
3.	Laying of Pumping main and from Wahdita to Main Reservoir Gr. No.-I at Madanryting W/S/S.	Rs.56,200.00	30 (thirty) days	100
4.	Laying of Pumping main and from Wahdita to Main Reservoir Gr. No.-II at Madanryting W/S/S.	Rs.56,200.00	30 (thirty) days	100
5.	Construction of C.C. footpath from existing footpath to Source I Gr. No.-I at Madanryting W/S/S.	Rs.81,800.00	30 (thirty) days	100
6.	Construction of C.C. footpath from existing footpath to Source I Gr. No.-II at Madanryting W/S/S.	Rs.81,800.00	30 (thirty) days	100
7.	Construction of C.C. footpath from existing footpath to Source II No.-I at Madanryting W/S/S.	Rs.57,950.00	30 (thirty) days	100
8.	Construction of C.C. footpath from existing footpath to Source II Gr. No.-II at Madanryting W/S/S.	Rs.57,950.00	30 (thirty) days	100

Sl. No.	Name of Work	Estimate Cost	Time of Completion	Cout Fee Stamp
9.	Construction of C.C. footpath from existing footpath to Source III Gr. No.-I at Madanryting W/S/S.	Rs.64,750.00	30 (thirty) days	100
10.	Construction of C.C. footpath from existing footpath to Source III Gr. No.-II at Madanryting W/S/S.	Rs.64,750.00	30 (thirty) days	100
11.	Construction of C.C. footpath from existing footpath to Source IV of Madanryting W/S/S.	Rs.34,100.00	30 (thirty) days	100
12.	Laying of Pumping main for Renovation and extension of Demthring W/S/S. Gr.No.1	Rs.89,450.00	30 (thirty) days	100
13.	Laying of Pumping main for Renovation and extension of Demthring W/S/S. Gr.No.II	Rs.90,250.00	30 (thirty) days	100

Terms and Conditions

1. Tenders should bear a Court Fee Stamp of Rs.100.00 (Rupees one hundred) only without which tender will not be considered.
2. The rates should be quoted in flat percentage basis above/as per the PHE Schedule of rate.
3. The tenderers should furnished his/her full name, address and registration No. on the body of the tender itself.
4. The Contractor is requested to see the work site prior to submission of the tender papers, if they desire so at their own cost.
5. The rate should be quoted in figure and in words clearly and any over writing or cancellation in the tender paper should bear the signature of Contractor/Tenderer.
6. No tender paper will be sold to unregistered non-eligible Contractor.
7. The undersigned reserved the right to reject any or all the tender received and offer the lowest rate to any Contractor without assigning any reason thereof.
8. Non-Tribal Contractor should enclosed Trading license from District Council along with Tender Papers.

Executive Engineer (PHE),
Greater Shillong Water Supply
Division No. I: Shillong.

Tura, the 8th September, 2009.

**(SALE NOTICE FOR SALE OF PHULJHARU MAHAL IN GARO HILLS
DIVISION: TURA)**

1 (a). UNDER THE PROVISION OF THE “Assam Settlement of Forest Coupes and Mahals by Tender System Rules, 1967” as adapted by the Government of Meghalaya, Sealed Tenders in prescribed form affixing Court-Fee stamp of Rs. 200/- (Rupees two hundred) only are invited to work out the mahals mentioned in the Scheduled “A” hereto annexed for the period as mentioned against each mahals and will be received by the Divisional Forest Officer, Garo Hills Division, Tura in his office upto 3:00 P.M. (I.S.T.) on 09th October, 2009.

(b) Every tenderer should state the maximum outright price which he is prepared to pay for mahals, which is estimated to be for an amount of 950 quintals of phuljharu during the period.

(c) The tenderer should furnish his full name, father’s name (or husband’s name if the tenderer is a woman) and full address with post office and Telegraph Office in the tender itself.

(d) The tenders should be addressed to the undersigned by designation and superscribed as “Tender for Phuljharu Mahal” and must be put in the tender box kept for the purpose in the office of the undersigned or sent by registered post to the undersigned. The tender box will be closed at 3:00 PM (I.S.T.) on the 09th October, 2009. No tender received by post or hand after the box is closed will be entitled for consideration and shall be treated as invalid.

(e) The tenders will be opened immediately after the close of the tender box, unless for special reasons, the Divisional Forest Officer notifies otherwise in the office Notice Board.

(f) The tenderers should furnish a Registration Certificate/Certified Copy of the Registration Certificate under the Meghalaya Sales Tax Act, 1972, showing that the intending tenderer Registered under the Meghalaya Financial Sales Tax Act, 1972.

2. The tenders must be accompanied by the following documents-

(a) Receipted Treasury Challan of Bank Deposit at call on any branch of the State Bank of India or the Meghalaya Co-operative Apex Bank or any other Nationalized bank showing the deposit earnest money of Rs. 500.00 (Rupees five hundred) for each mahal duly pledge to the Divisional Forest Officer, Garo Hills Division, Cash or money order will not be accepted in lieu of Treasury Challan or Bank Deposit at call earnest money deposit made in respect of previous sale, if any, will be considered as valid deposit for the present sales under consideration.

A tenderer belonging to any of the Schedule Caste or Schedule Tribes or any other backward classes recognized by the State Government will be entitled to deposit 50% of the above Earnest money provided that a certificate in original or a certified copy thereof in support of its claim to belong to any Schedule Castes or Schedule Tribes or any other backward classes recognized by the State Government is enclosed with the tender as required under Clause 2(f) of the Tender Notice.

(b) Signed declaration in the following forms:-

“I agree that I will not withdraw the tender offered by me during the time that will be required for intimation of an acceptance of the tender for the mahal being given to me, nor will I withdraw it afterwards should my tender be accepted. If I withdraw the tender, then I am liable to pay the whole sum of the tender or such amount on account of the deficiency as in the opinion of the Chief Conservator of Forests, Meghalaya, Shillong may be considered necessary to make good the whole of the loss and damage that may be suffered by the Government in consequence thereof and I shall pay the same and if I fail to pay it, then it will be recovered from me as an arrear of land revenue.”

Signature of the tenderer

Date _____

(c) Upto date income-tax and clearance certificate of sale tax in the prescribed form. When on income tax clearance certificate or sale tax clearance certificate has been submitted by the tenderer in connection with another sale, no fresh certificate will be necessary so long as the certificate submitted is valid, that true copies of the certificates attested by a Gazetted Officer, MLA, President of the Anchalik Parishad, Chairman, Town Committee must be enclosed with the tender under consideration.

(d) Upto date Professional Tax clearance certificate from concerning District Councils Authority.

(e) If the tender is submitted on behalf of a Cooperative Society or a Firm or a joint stock company, then in addition to the requirements of (a) & (c) above-

(i) The original or certified copy of the registration certificate of the society, or the firm or the company given by the respective registration in Meghalaya.

(ii) The copy of the resolution authorizing the person who signs the tender to manage the businesses of such society, firm or company, on its behalf.

(iii) Information regarding authorized, subscribed and paid up capital of the concern.

(f) If the tender is submitted by a person belonging to any of the scheduled castes, scheduled tribes or other backward classes, then in addition to the requirements of (a), (b) and (c) above, a certificate in original or a certified copy thereof in support of his claim to belong to such community from the President of Scheduled Castes, Scheduled Tribes or other backward classes, association or from the Deputy Commissioner of the District or the Sub-Divisional Officer of the Sub-Division within the territorial jurisdiction the tenderer permanently resides.

(g) In case of tenderers belonging to the non-tribal communities a certified copy of the non tribal trading licence issued by the District Council concerned should be submitted together with the tender paper.

3(a) Though the tender will be received by the undersigned the order of the settlement will be passed by the respective competent authority as shown below-

(i) The Governor of Meghalaya, when the value of the accepted tender exceeds Rs. 1, 50,000.00.

(ii) The Principal Chief Conservator of Forests, Meghalaya, Shillong when the value of the accepted tender exceeds Rs. 75,000.00 but does not exceed Rs. 1,50,000.00.

(iii) The Conservator of Forests (HQ), Meghalaya, Shillong when the value of the accepted tender exceeds Rs. 50,000.00 but does not exceed Rs. 75,000.00.

(iv) The Divisional Forest Officer, Garo Hills Division (T) when the value of the accepted tender does not exceed Rs. 50,000.00.

(b) Where the Divisional Forest Officer, Garo Hills Division is not competent authority for making the settlement he shall forward the tender paper with his comments to the Chief Conservator of Forests, Meghalaya, Shillong, who passes the orders in those cases where he is competent to do so and forward the other cases with his comments to the State Government for orders.

4(i) Subject to suitability and ability of the tender to perform the work satisfactorily, preference and concession in settlement of the mahal will be admissible in the following manner to person belonging to any Scheduled Castes and Scheduled Tribes or other backward classes recognized by the State Government, provided the highest offer for the mahal does not exceed Rs. 1, 00,000.00 (Rupees one lakh).

(a) If the offer from a member of the above mentioned categories is not below 92 ½ % of the recognized highest offer, the mahal shall be settled with such person at his own offer.

(b) Even if the offer from a member of the aforementioned categories is below 92 ½ % of the recognized highest offer, coupe or the mahal may at the discretion of the competent authority be settled with such persons at an amount 7 ½ % less than the recognized highest offer.

(2) The preference and the concession shall also be admissible in the following manner to a Cooperative Society, provided not less than 80% of the members thereof are persons belonging to Scheduled Castes, Scheduled Tribes or other backward classes and provided the recognized the recognized highest offer for the mahal does not exceed Rs. 1,00,000.00 (Rupees one lakh).

(a) If the offer from the above mentioned Cooperative Society is not below 80% of the recognized highest offer, the mahal shall be settled with such Cooperative Society at its own offer.

(b) Even if the offer from the Cooperative Society is below 90% of the recognized highest offer, coupe or mahal may, at the discretion of the competent authority be settled with such Cooperative Society at an amount of 10% less than the recognized highest offer.

© As between individual members of the categories mentioned in sub rule (i) above and a Cooperative Society mentioned in this sub rule the Cooperative Society shall be given preference over the individuals.

(3) No preferential treatment and concession as mentioned in (1) and (2) above shall be admissible when the recognized highest offer for the mahal exceeds Rs. 1,00,000.00 (Rupees one lakh).

5. No mahal will be settled jointly with more than one person except in the case of a Cooperative Society or a firm or a joint stock company duly registered in the office of the appropriate registering authority in Meghalaya.

6. The authority making the settlement will have the discretion to refuse settlement with a tender who though otherwise suitable is a defaulter in respect of any forest revenue in any forest division in Meghalaya.

7. There is no obligation on the part of the authority making settlement to accept the highest or any tender or to assign any reason for rejecting any tender.

8(a) Any tenderer wishing to represent against the order of settlement may file an appeal petition (in duplicate) directly to the appropriate appellate authority as indicated below within 15 (fifteen) days from the date of issue of the settlement order, affixing a court fee stamp of Rs. 10 (ten) only on the Principal copy.

(b)(i) The Chief Conservator of Forests, Meghalaya, Shillong against the order of settlement passed by the Divisional Forest Officer, the Chief Conservator of Forests appellate order shall be final.

(ii) The Governor of Meghalaya against the order of the settlement passed by the Chief Conservator of Forests, Meghalaya, Shillong, the Governor's appellate shall be final.

(c) Where the final order of settlement has been passed by the Governor of Meghalaya and tenderer willing to represent against such order may file directly to the Governor of Meghalaya within 15 (fifteen) days of settlement order a petition for review (in duplicate) affixing a court fee stamp of Rs. 10 (ten) only on the Principal copy.

(d) A copy of such appeal or review petition shall be simultaneously sent by the applicant or the petitioner, as the case may be, also to the Divisional Forest Officers concerned.

(e) On admission of the appeal or the review petition or the reviewing authority may at its discretion stay further operation of the order of settlement until further orders.

(f) Whenever information is received by the Divisional Forest Officer, Garo Hills Division, an appeal submitted to an authority by an aggrieved party against such settlement order the settlement may be kept pending till the order is received from the appellate authority on the same or until further orders.

9(1) The successful tenderer must make within 15 (fifteen) days of the issue of the final order of settlement a security deposit in shape of postal saving bank accounts or national saving account certificate or defence certificate duly pledging the amount in favour of the Divisional Forest Officer, Garo Hills Division.

(2) The amount of such security shall be at the following rates-

(i) Ten percent of the first Rs. 2,000/- (Rupees two thousand) only, of the amount at which mahal is settled subject to a minimum of Rs. 100/- (Rupees one hundred) only.

(ii) Five percent on the amount in excess of the first of Rs. 2000.00 (Rupees two thousand) only subject to a minimum of Rs. 200/- (Rupees two hundred) only.

(3) If the successful tenderer is a person belonging to any of the Scheduled Castes, Scheduled Tribes or other backward classes recognized by the State Government the amount security deposit mentioned in sub-clause (2) above shall be reduced by 50%.

(4) The authority which passes settlement orders may in its discretion call for additional security which together with the ordinary security mentioned in sub-clause (2) and (3) will not exceed 25% of the total value at which the mahal is settled.

(5) On successful completion of the work and payment of all dues the security deposit will be released.

10. The amount at which the mahal is settled shall be paid in two equal installments, the first installment falling due on the same day on which the security deposit is required to be made and the second installment on or before 15th December, 2009.

11. The successful tenderer must sign an agreement within one week of the payment of the security mentioned in Clause 9 and the first installment of the bid value as mentioned in clause 10 above, thereupon the work order will be issued to him.

12. On failure of the successful tenderer to pay on due dates the security as mentioned in clause 9 or to pay the installments as mentioned in clause 10 or to execute the agreement as mentioned in clause 11, the settlement of the mahal shall be liable to be cancelled and the mahal shall be liable to be re-sold for the remaining part of the settlement period at the risk of the successful tenderer as regards the loss to the Government and if the proceeds on the resettlement are less than the value at which it was originally settled, the difference shall be realizable from him, and further the earnest money or security deposit shall be liable to be forfeited, provided that the security and any amount already paid may be adjusted against any dues outstanding against him.

13. Any amount realizable from the successful tenderer under any of the provisions of this notice shall be recoverable from him as arrears of land revenue.

14. No power of attorney or mortgage deed or any encumbrances shall be recognized in respect of the mahal except when executed with previous permission in writing from the authority making settlement.

15(a) No compensation or remission or extension of period of settlement will as a general rule be admissible for delay in settlement of the mahal caused as a result of appeal or review or enquiries made in connection with the particulars given in the tender or the documents accompanying the tenders.

(b) In case there is delay in passing final order of settlement by more than two months beyond the date from which the period of settlement is to commence, the Divisional Forest Officer, Garo Hills Division may in respect of the mahal give extension by so much time as has been lost beyond the said two months, provided such delay has not been caused by any lapses on the part of the tenderer himself.

(c) Extension of the working period will not be given under any circumstances.

16. The successful tenderer shall not interfere with the working of other forest produce including trapping/hunting wildlife duly authorized by the Department.

17. The intending tenderers are advised in their own interest to inspect the mahal before submitting their tenders, as complaints on any grounds or quality of the materials sold will not be entertained after settlement of the mahal.

18. Canvassing directly or indirectly by any tenderer will disqualify his tender.

19. The authority competent to make settlement reserved the right to withdraw any mahal from settlement at any time before issue of final order of settlement.

20. The particulars of the conditions of the agreement to be executed and any further information regarding settlement of the mahal are available with the undersigned and the intending tenderers may inspect the same in office of the undersigned during office hours.

21. The important conditions of the agreement are as follows:-

(i) Subletting of the mahal or any part thereof shall not be permitted without the permission of the Divisional Forest Officer, Garo Hills Division in writing.

(ii) That mahalter shall be responsible for all breaches of the condition of the agreement and for commission of offenders against the terms provided in the agreement or any other law in force within the area covered by agreement whether committed by the mahalter or person in his employee and that he will pay such penalty not exceeding Rs. 50.00 (Fifty) as may be imposed by the Divisional Forest Officer, Garo Hills Division in each and every breach of the condition of the agreement which penalty shall be leviable from him, his heirs, representatives and assigns as a public demand and that for breach of any of the said condition of the agreement shall at the discretion of the Divisional Forest Officer be liable to be cancelled immediately and all phuljharu extracted in forest be confiscated to the government.

(iii) If it is called upon to do so the mahalter shall supply the requirements of phuljharu to the department at the rate fixed by the department.

(iv) That the mahalter must make his own arrangements for extraction of phuljharu from the mahal. The department does not bid itself to come into any other matter of interference in extraction routes.

(v) That the mahalter will not be allowed to export phuljharu beyond the state unless and until the local demand is met with.

(vi) The Divisional Forest Officer, Garo Hills Division reserves the right to stop working the mahal and also to cancel the mahal agreement if the work is not done according to his satisfaction.

22. Tender found irregular and defective due to non submission of documents alongwith tenders as required, will not be accepted. Tribals are exempted from income tax only when they live and do business in the scheduled district and in such exemption case, a non-assessable certificate must be produced as early as possible.

23. The intending tenderers will please consult the Assam settlement of forest coups and mahals by tender system Rules 1967 as notified in the Assam Gazetted vide Govt. NO. FOR. 329/65/46 dated 27th September, 1967 as amended from time before submission of tender to avoid any irregularities while submitting tenders and for knowing all other terms and conditions.

Name of mahal	Areas	Period of works	Earnest money
1	2	3	4
Garo Hills Phuljharu Mahal	All Reserved Forests under Garo Hills Division, i.e. Baghmara, Angratoli, Rewak and Emanggiri RF, Rongrenggiri RF, Darugiri, Dambu and Songsak RF, Rjasimala, Dilma Ildek, Dibru Hills RF.	From date of settlement upto 30 th June, 2010	Rs. 500.00

Divisional Forest Officer,
Garo Hills Division, Tura.

TENDER FORM

(Proper court Fee Stamp to be affixed)

To,

Divisional Forest Officer,
Garo Hills Division, Tura.

1. Full Name of the tenderers: _____
(in block letters)

2. Name of the father or husband of the tenderer: _____

3. Previous experience, if any: _____

4. The name and description of the lot for which the tender is given: _____

5. The outright price offered by the tenderer for the mahal: _____

6. Monopoly fee per rupees of royalty offered by the tenderer of the Mahal: _____

Signature of the tenderer
Date _____

(Note: - The tenderer should strike out the portion which do not apply to his tender)

DECLARATION

“I agree that I will not withdraw the tender offered by me during the time that will be required for intimation of acceptance of the tender for the Lot being given to me, nor will I withdraw it afterwards, should my tender be accepted. If I withdraw the tender, then I am liable to pay the loss and damages as contemplated by section 54 of the sale of Goods Act, 1930.”

Offered Rs. _____ for _____ Lot of _____

Signature of the tenderer

Date _____

Enclosures:

(a) Treasury Challan No. _____ Date _____
of pledged Bank draft of the State Bank of India or Meghalaya Co-operative Apex Bank
as evidence of earnest money deposit.

(b) Income Tax, Sale Tax clearance certificates, date _____

(c) Documents in evidence of the financial soundness of the tenderer in case of new tenderer.

(d) Professional tax clearance certificate of the State taxes.

(e) Up to date tax clearance certificate of State taxes.

(f) In case of Co-operative Society, Firm or Joint Stock Company:

- (i) The certified copy of the resolution authorizing the person who signs the tender.
- (ii) Statement regarding authorized, subscribed and paid up capital.
- (iii) Original or certified copy of the registration certificate from the register in Meghalaya.
- (iv) The certified copy of the resolution authorizing the person who signs the tender.
- (v) Statement regarding authorizing subscribed and paid up capital.

(g) Any other (Specify)

In case of the tenderer belonging to Scheduled Castes or Scheduled Tribes or other Backward Classes, the Original or certified copy in support of his claim belonging to such community from the President of the Scheduled Castes or Scheduled Tribes or other Backward Classes Association, or the Deputy Commissioner, or Sub-Divisional Officer.